

2007-08

Comprehensive Agreement

between the

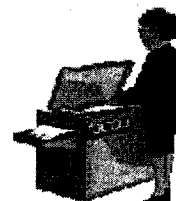
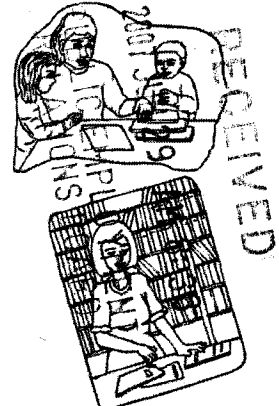
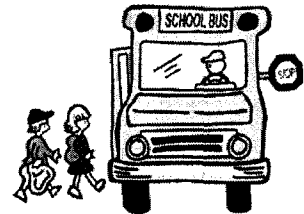
**Winterset Educational
Support Employees**



and the

Winterset Community School District

"With Excellence in Mind"



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ARTICLE I - PREAMBLE

The Board of Directors of the Winterset Community School District and the Winterset Educational Support Employees Association recognize and declare that providing a quality education for the students of the Winterset Community School District is their aim. The parties further recognize that attainment of this aim is a joint responsibility of the Board, the administrative and supervisory staff, and the professional and support employees of the District.

It shall be the aim of the parties to this Agreement to define provisions covered by this Agreement.

The parties have reached certain understandings which they desire to confirm in this Agreement. It is agreed as follows:

ARTICLE II - RECOGNITION

A. Unit

The Board recognizes the Winterset Educational Support Employees Association, an affiliate of the Iowa State Education Association and the National Education Association, as the certified sole and exclusive bargaining representative for all employees as set forth in the Public Employment Relations Board (hereinafter referred to as PERB) certification instrument (Case No. 3862) issued by PERB on the 3rd day of April, 1989.

The Unit described in the above certification is as follows:

INCLUDED: All classified employees of the Winterset Community School District, including the transportation employees, custodians, maintenance, secretarial, teacher associates, library clerks, and food service.

EXCLUDED: The administration, the Secretary to the Superintendent, the Secretaries to the Business Manager, the Director of Building and Grounds, the Transportation Director, the Food Service Directors, Head Custodians, all professional employees including teachers, media specialists, counselors, special teachers, and all others specifically excluded by Section 4 of the Act.

B. Definitions

1. The term "Board," as used in this agreement, shall mean the Board of Directors of the Winterset Community School District or its duly authorized representatives.
2. The term "Employee," as used in this agreement, shall mean all employees represented by this Association in the bargaining unit as defined and certified by the PERB.
3. The term "Association," as used in this Agreement, shall mean the Winterset Educational Support Employees Association or its duly authorized representatives.
4. The term "District," as used in this Agreement, shall mean the Winterset Community School District or its duly authorized representatives.
5. The term "Employer," as used in this Agreement, shall mean the Winterset Community School District or its duly authorized representatives.

ARTICLE III - EMPLOYEE WORK YEAR, WORK WEEK, WORK DAY

A. Definitions

1. Full-time employees are defined as those employees that work forty hours per week for the full year (12 months).
2. Regular employees are defined as those employees regularly scheduled to work a minimum of thirty hours per week during the school year.
3. Part-time employees are defined as those employees regularly scheduled to work less than thirty hours per week during the school year.

B. Work Year

1. The work year for full-time employees shall be twelve months, beginning on July 1 and ending on June 30.
2. The work year for part-time, school year employees shall be all days that students are in school, and shall coincide with the Board approved school calendar.

C. Work Week

1. The normal work week for full-time employees shall be forty (40) hours, and will be for a full year.
2. The normal work week for part-time employees shall be assigned by the District.

D. Work Day

The normal work day for all employees shall be established by the District.

E. Break Time

All employees will be entitled to two fifteen minute break times per day, except that an employee working less than an eight hour day will receive one fifteen minute break time.

F. Lunch Period

All employees shall be entitled to a minimum of a half-hour (30 minute) lunch period, which is unpaid. The time of the employee's lunch period will be arranged with the employee's supervisor. Employee's may check out and leave the building during their lunch period.

ARTICLE IV - WAGES AND SALARIES

- A. The basic compensation of each employee shall be set forth in the Salary Schedule (Appendix C)
- B. Upon initial employment, credit may be given for previous outside experience in a comparable position and with adequate evidence that such experience was comparable and successful.
- C. Employees on the salary schedule shall be granted one year of experience for each full year of service. The employer reserves the right to withhold experience credit in cases of unsatisfactory work.
- D. The following conditions shall apply to all overtime work except bus drivers. Compensatory time off may be given instead of overtime pay. Such compensatory time shall be mutually scheduled within sixty (60) days of the period in which it was earned.

E. Method of Payment

1. Pay Periods

Each employee shall be paid every two weeks for the hours worked or for the duties performed. Checks will be issued every other Friday. When a payday falls on a holiday, the employee will be issued their check on their last previous working day. Employees shall receive their checks at their regular building unless otherwise designated by the employee.

2. Exceptions

Bus drivers shall be paid in twelve equal installments on the 10th of each month, beginning in September except for supplemental pay, which shall be paid each month as earned.

F. Probationary Period

The district will place a newly-hired employee on a thirty (30) working day probationary period. During this period, the newly-hired employee will not be eligible for district benefits. Probationary employees are subject to layoff without prior notification. The newly-hired employee will have his/her performance reviewed with his/her district supervisor after thirty (30) working days. Those who receive a satisfactory review will be removed from probation.

ARTICLE V - INSURANCE

A. TYPES

1. Cafeteria Plan

The District will provide an allowance of \$377.50 monthly for each full-time employee, \$210.00 monthly to each regular employee, and \$159.50 monthly to each part-time employee who works at least 20 hours a week. This may be applied toward the purchase of employee benefits from a menu of options. The menu of employee benefit options will be established by a committee composed of the Board, or representatives appointed by the Board, and representatives appointed by the Winterset Community Education Association and WESEA.

Employees hired before June 1, 2005, who work at least 10 hours a week will receive the same monthly benefit as employees who work 20 hours per week.

Employees may participate in the menu of benefit options if allowed by the insurance company. Costs for the employee benefits beyond the district's monthly allocation will be paid by the employee.

Health insurance will be available to twelve-month employees only. Those taking the health insurance prior to July 1, 2006, may continue, but if they should drop the insurance, they will not be eligible for reinstatement.

2. School Liability

All employees shall be covered by school-financed liability insurance covering job-related performance of duties.

B. COVERAGE

The District-provided insurance programs shall be for twelve (12) consecutive months beginning July 1 and ending June 30. Employees new to the district shall begin the benefit plan coverage, as provided by the District, no later than one (1) month after initial employment.

C. DESCRIPTIONS

The District shall provide each employee a description of the insurance coverage provided herein, at the beginning of the school year or date of employment, which shall include a clear description of conditions, limits of coverage, and enrollment forms.

D. CONTINUATION

Employees on leave for one (1) month or longer shall have the option to continue any or all of the District-paid programs by paying the premiums themselves to the District within thirty (30) days of the billing date, if allowed by the insurance company.

ARTICLE VI - PAYROLL DEDUCTIONS

A. DUES DEDUCTION

1. Authorization

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be as set in Appendix B. Authorization must reach the District on or before the first Wednesday after Labor Day of each year. Employees who are hired after that date may have up to ten (10) working days after the employee's first day at work in which to submit the authorization form to the District.

2. Regular Deduction

Pursuant to a deduction authorization beginning in September, the District shall deduct from each regular salary check of the employee, a prorated amount sufficient that the total shall be equal to the total amount of dues as identified by the Association.

3. Transmission of Dues

The District shall transmit to the treasurer of the Association the total monthly deduction for Association dues by the end of each month.

4. Duration

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board and to the Association.

5. Indemnification

The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all employees against any and all claims, costs, suits, or other forms of liability and all court costs arising from the application of the provisions in the Agreement between the parties for dues deduction.

B. TAX SHELTERED ANNUITIES

Employees may participate in a salary reduction tax sheltered annuity program of their choice as provided by law and payments to same shall be made as authorized on the authorization form (Appendix B).

ARTICLE VII - REIMBURSABLE EMPLOYEE EXPENSES

A. Mileage Reimbursement

Employees who are required to travel to various building locations, after reporting for duty in their assigned building, will be reimbursed for travel which is necessary in the course of their employment. The rate of reimbursement will be at the District-established rate.

Employees are encouraged to use school vehicles for school business. Employees who are required to use personal vehicles in their assigned duties will be reimbursed for travel expenses at the District-established rate.

B. Meeting Expense

A request to attend a professional or in-service meeting will be submitted in writing to the employee's supervisor. The supervisor will approve or deny the request to attend a professional or in-service meeting.

Employees who attend meetings required or approved by the District will be reimbursed for approved expenses, which could include meals, lodging, travel, registration fees, and other reasonable miscellaneous expenses.

ARTICLE VIII - SICK LEAVE

- A. All full-time employees shall be entitled to sick leave days each school year as of the first official day of said school year.

1st year	11 days
2nd year	12 days
3rd year	13 days
4th year	14 days
each subsequent year .	15 days

Unused sick leave days shall be accumulated from year to year with a limit of 100 days.

Regular and part-time employees shall be entitled to prorated sick leave days based on the percentage of their length of contract. Employees eligible for a paid sick leave day will be paid the number of hours indicated on their contract.

- B. Employees shall be given a copy of a written accounting of accumulated sick leave days no later than September 15 of each school year.
- C. An employee who is unable to work because of personal illness or disability, and who has exhausted all sick leave available, may be granted a leave of absence without pay upon written request by the employee, subject to District approval.
- D. If an employee suffers an injury in the course of employment which qualifies the employee for workers' compensation, the following procedures will be followed:
1. The Employee may elect to receive workers' compensation only.
 2. If the Employee elects to supplement the workers' compensation with sick leave, then:
 - a. the District shall pay the Employee to the extent of the employee's accumulated sick leave.
 - b. the Employee shall endorse and assign the workers' compensation payments for those number of days to the District.

- c. one day of accumulated sick leave shall be deducted for each day of absence.
- d. the Employee shall retain the workers' compensation payments for periods of time following exhaustion of accumulated sick leave.

ARTICLE IX - OTHER LEAVE

A. Personal Business Leave

Employees shall be entitled to the following temporary leaves of absence with full pay each school year.

1. Personal

At the beginning of every school year each employee shall be credited with two (2) personal days to be used for the employee's personal business. A personal day may be used for any purpose at the discretion of the employee. The employee shall not be required to explain the reason for the use of a personal leave day.

- a. No personal leave will be allowed the work day immediately preceding or immediately following any holiday, school recess, or during the first or last week of the school year without the approval of the building principal or supervisor.
- b. Written application for a personal leave day must be made to the employee's supervisor at least three (3) school days prior to the requested leave date, except in case of emergency.
- c. Up to three (3) personal business leave days may be accumulated and carried over each year for a total of five (5) days for any given year. No additional days are added once an employee reaches five (5) days.
- d. Support staff members not using any personal business leave in the current school year have the option of "cashing in" two (2) days of personal business leave per year. The formula for determining the payment is as follows:

Contracted Daily Hours x Contract Hourly Wage x 60%
District costs of FICA and IPERS will be deducted from this amount. To be paid, the employee must make a written request, by May 31, from the payroll office.

2. Jury and Legal

An employee called for jury duty or subpoenaed to testify in a judicial proceeding or administrative proceeding (including Chapter 17A but not involving Chapter 20 of the Code of Iowa) during school hours shall be provided such time with pay. Any fees or remuneration the employee receives during such leave shall be turned over to the Winterset Community School District, except for travel or meal reimbursement.

B. Professional

An employee may attend approved professional and school meetings without pay reduction or loss of accumulated sick leave. The employee will notify the supervisor at least three (3) school days prior to the meeting date. The supervisor will approve or deny the request.

C. Unpaid Leave

Temporary leaves of absence without pay may be granted by the Superintendent. The employee will state the reason for the requested leave in writing. The Superintendent will approve or deny the leave.

D. Bereavement & Medical Emergency Leave

An employee will be allowed up to a total of five (5) days per year of non-accumulative leave with pay in the event of death or illness of members of his or her family.

1. Bereavement shall be defined as a death in the member's family. The family shall include wife, husband, children, mother, father, brothers, sisters, grandfather, grandmother, grandchildren, aunt, uncle, niece, nephew, or cousin of the employee or the employee's spouse or anyone living in the home of the employee.
2. Medical emergency shall be defined as an illness or hospitalization in the member's or spouse's immediate family. The immediate family shall include wife, husband, children, mother, father, brother, sister, or anyone living in the home of the member.
3. In the event the employee's bereavement leave, medical emergency leave, and personal leave are exhausted, in the event of an emergency situation, that employee may apply to the Superintendent for additional days of leave. If granted, that leave shall be deducted from the employee's sick leave accumulation.

E. Association Leave

The Association will be allowed up to three (3) days paid leave each year which may be granted to employees for conducting Association business. Association leave must be requested for individual employees by the Association President or his/her designee. Employees engaging in Association business will not forfeit their own personal leave. Notice shall be given to the employee's supervisor at least seven (7) days in advance, except in case of emergency.

ARTICLE X - HOLIDAYS

Twelve-month employees, who are regularly scheduled to work at the time of the holiday, will be paid for the following holidays:

1. Labor Day
2. Thanksgiving Day
3. Day after Thanksgiving Day
4. Christmas Day
5. Day after Christmas Day
6. New Year's Day
7. Good Friday
8. Memorial Day
9. 4th of July

Employees who are scheduled to work less than twelve months will be paid for the following holidays:

1. Labor Day
2. Thanksgiving Day
3. Christmas Day
4. New Year's Day
5. Memorial Day

ARTICLE XI - VACATIONS

All twelve (12)-month employees shall be eligible for vacation based on the following criteria.

Vacation days accrue from the first day of employment to the next June 30. Those vacation days must be used by October 31 of that year. July 1, vacation days begin to accrue again and must be used by the following October 31 (16 months later). Any days not used will be forfeited. In the event of an unusual situation, an employee may send a request to the superintendent asking to carry over unused vacation days. The requests will be considered on a case by case basis.

If an employee uses vacation days not yet earned and then leaves the employment of the district, the employee must pay back the unearned vacation days to the district.

<u>Seniority Level July 1</u>	<u>Vacation Time Earned</u>	
	<u>In Hours</u>	<u>In Weeks</u>
One (1) to nine (9) years	80	2
Ten (10) to nineteen (19) years	120	3
Twenty (20) or more years	160	4

Vacations are to be taken during the time of the employee's work schedule where the time off would have the least interruption on school and student activities, normally during the summer months. Vacation time will be determined by agreement between the employee's supervisor(s) and the employee.

ARTICLE XII - HEALTH EXAMINATION

1. A health examination will be required to comply with the educational standards prepared by the Iowa Department of Education:

"12.4(14) Physical examination. Except as otherwise provided in 281-43.15(285), the local board shall require each employee to file with it certification of fitness to perform the tasks assigned which shall be in the form of a written report of a physical examination by a licensed physician and surgeon, osteopathic physician and surgeon, or qualified doctor of chiropractic, licensed physician assistant, or advanced registered nurse practitioner, after an offer of employment is made and before the beginning of service."

2. The Winterset Community School District adheres to the above standard. A form is provided for the physician to sign indicating the employee has had the examination.
3. The District will reimburse employees required to provide evidence of a health examination up to twenty-five (\$25) dollars toward the cost of the required physical examination depending on out-of-pocket cost to employee.

Bus drivers must file an application with the Director of Transportation for a school bus driving permit with the medical report as required by law; the cost of the physical examination, up to forty-five (\$45) dollars, will be reimbursed to the driver.

4. The Board may require a subsequent examination when, in its judgment, such an examination is relevant to any employee's performance or status. The examining physician shall be selected by the Employee, with the physician submitting to the district written proof of his/her professional qualifications, and a report on the aspect of the employee's health as requested by the District. The Employee shall pay the cost of such examination.

ARTICLE XIII - SAFETY PROCEDURES

The District will endeavor to provide and maintain a safe place of employment. All employees will endeavor, in the course of performing the duties associated with their employment, to be alert to unsafe practices, equipment, or conditions, and to report any such unsafe practices, equipment, or conditions to their immediate supervisor.

The District will give reasonable support and assistance to employees in the maintenance of the control and discipline in the classrooms and schools.

ARTICLE XIV - EMPLOYEE EVALUATION

All employees shall be evaluated at least once a year by an appropriate supervisor.

At the evaluation conference a copy of the written formal evaluation shall be given to the employee. Both the supervisor and the employee shall sign the evaluation. A copy of the written evaluation shall be placed in the employee's personnel file.

The employee shall have the right to respond to the written evaluation in writing and have the response placed in his/her personnel file. The employee's signature on the written evaluation shall in no way signify agreement with the evaluation and shall serve only as an acknowledgment of receipt of the written evaluation.

The District and the Association shall, through mutually established committees, write and agree upon an evaluation procedure and instrument.

ARTICLE XV - VACANCIES AND TRANSFERS

A. Definition of Vacancy

A vacancy shall be defined as any position, either newly created or a present position, which the Employer desires to fill.

B. Definition of Transfer

The movement of an employee to a different assignment or building shall be considered a transfer. A transfer shall be considered involuntary only if the employee does not consent to the transfer.

C. Notification

Notice of vacancies will be announced through regular school communication channels and will be posted when school is in session. These announcements will contain this information: job classification, location of work, starting date, rate of pay, hours to be worked, and minimum requirements.

Announcements of vacancies will be posted in the Administration Office when school is not in session.

Employees have three (3) days to apply for the vacancy.

D. Voluntary Transfers

1. Any employee may apply for a voluntary transfer to another assignment. The application shall be in writing to the Superintendent via the employee's immediate supervisor. Applications will remain on file for one (1) calendar year unless withdrawn at the request of the employee.

2. When filling vacancies the District will consider all applicants for a vacancy, both internal and external. The District will grant the position to the most qualified applicant. If two or more applicants are deemed equally

qualified, the position will be granted to the most senior applicant.

3. If a request for transfer is not granted, a conference between the employee and the supervisor shall be arranged if requested by the employee.
4. Upon voluntary transfer, full or partial credit may be given for previous District experience in a comparable position with adequate evidence that such experience was comparable and successful in the judgment of the supervisor.
5. All employees may fill out an application for transfer at any time to be kept on file through the end of the calendar year. Those applications will become active in the event of an opening in a position for which the employee has applied.

E. Involuntary Transfer Procedures

Notice of an involuntary transfer shall be given in writing to an employee at least five (5) days in advance of the transfer. An involuntary transfer shall be made only after a meeting between the employee, his/her supervisor, and, if the employee chooses, an Association representative. At this meeting, the employee will be given written reasons for the transfer.

If involuntarily transferred to a lesser compensated position, the employee will continue to earn his/her current wage. Said employee's wage will be increased by \$.10 per year until the wage of the lesser compensated position catches up to the wage of the employee.

The employee's years of service will carry over to the new position.

ARTICLE XVI - EMPLOYEE REDUCTION PROCEDURES

A. COVERAGE

All employees under this Agreement.

B. NOTIFICATION

If the Employer is contemplating the layoff of any employee(s), it will so notify the affected employee(s) at least fourteen (14) days before the date of layoff. Such notice will be in writing and will include the specific position(s) to be affected, the proposed time schedule, and the reasons for the proposed action.

C. LAYOFFS

If a position is to be eliminated, the Employer shall give notification of layoff to the least qualified employee in that job classification, and if two or more employees are deemed equally qualified, the employer shall lay off the least senior employee.

D. SENIORITY

1. For the purposes of this Article, seniority will be computed from an employee's most recent date of hire in the bargaining unit, and will begin to accrue as of that first day of hire. Seniority will continue to accrue during all paid leaves of absence. Seniority will not be broken by unpaid leaves of absence or employment by the District in a position outside the bargaining unit, but such time will not be counted in computing seniority. When seniority is equal between or among employees, ranking of those employees shall be determined by the drawing of lots.

2. On or about September 30 of each school year, the Superintendent will provide the Association with a list showing the seniority of each employee of the District.

E. JOB CLASSIFICATION

Each of the following classifications shall constitute a separate staff reduction category:

1. Custodial
2. Maintenance
3. Secretary
4. Cook
5. Teacher Associate
6. Bus Driver
7. Library Clerk
8. Mechanic

F. RECALL

1. If there is a vacancy in a unit position, laid off employees will be recalled to the job classification from which reduced, with the most senior being recalled first.
2. Notice of recall will be given by mail to the last address given to the District by the employee. A copy of the notice of recall will be given to the Association. If an employee fails to respond within ten (10) days from date of mailing of the above notice of recall, the employee will be deemed to have refused the position offered.
3. An employee who is laid off will remain on the recall list for one (1) year after the effective date of layoff unless the employee waives recall rights in writing.

ARTICLE XVII - DISMISSAL

Dismissal, as opposed to layoff or non-renewal, shall include the following procedures:

A. Notice

An employee who receives notice of recommendation for dismissal may request a Board hearing within three (3) days of receipt of notice. The notice shall contain a statement of the reasons for dismissal.

B. Hearing and Decision

The Board will schedule a hearing no sooner than five (5) days after receipt of notice and no later than thirty (30) days after receipt of notice. The Board shall issue its decision within five (5) days of hearing.

ARTICLE XVIII - PERSONNEL FILE REVIEW

- A. Each employee shall have the right at any time to review the non-confidential contents of his/her personnel file. A representative of the Association, at the employee's request, may accompany the employee in this review.
- B. Any complaints directed toward an employee which are placed in his/her file are to be called to the employee's attention in writing.
- C. The employee shall have the right to reproduce any of the contents of his/her file at his/her expense.

ARTICLE XIX - GRIEVANCE PROCEDURE

A. Definition

- 1. A grievance shall mean a claim by an employee that there has been a violation, misinterpretation, or misapplication of any of the provisions of this Agreement. All items contained in the general handbooks pertaining to the individual buildings will be grievable only to the fourth step of the following procedure and a decision at that level by the Superintendent will be final.
- 2. "Days" shall mean calendar days, except as otherwise indicated. The failure of an employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal and the District's failure to grant a decision within the time limits shall give the grievant the right to appeal the grievance to the next level of the procedure.

B. Rights and Limitations

- 1. Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures. The Association shall have the right to file a grievance on behalf of a group of named employees. This procedure would be initiated at the third step of the grievance procedure in the form of a written grievance.
- 2. A grievant may be represented at all pre-arbitration stages of the grievance procedure by himself/herself, or, at his/her option, by an Association representative selected by the grievant. If the aggrieved party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
- 3. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee or any staff.
- 4. If the employee or the Association files any claim or complaint in any form or forum other than under the grievance procedure of this Agreement, then the District shall not be required to process the same or similar claim or set of facts through the grievance procedures.

C. Procedures

1. First Step

The parties in interest acknowledge that it is usually more desirable for an employee and his/her immediately involved supervisor to resolve difficulties through free and informal communication. Within seven (7) days of the violation, misinterpretation, or misapplication the grievant shall meet with the immediate supervisor for the purpose of resolving the grievance informally.

Because some support staff members have more than one supervisor, an additional procedure may be followed to insure inclusion of all levels of supervision, excluding the Superintendent, prior to the second step. In this case the grievant shall visit with their other supervisor(s) in order to resolve the grievance informally.

2. Second Step

If the grievant is not satisfied with the disposition of his/her grievance at the first step, then he/she may file a written grievance (Appendix A) within seven (7) days after the first step meeting. The immediate supervisor shall respond in writing within seven (7) days to the grievant, copy to the Superintendent. Such answer shall include the reason for which the decision was made.

3. Third Step

If the grievance cannot be resolved at the second step, the grievant shall, within seven (7) days of his/her receipt of the second step response from the supervisor, or at the end of the time line for the response, present a copy of the grievance to the Superintendent, his/her designee or secretary. Within seven (7) days after such grievance is filed with the Superintendent, the grievant, an Association representative and the Superintendent or his/her designee shall meet to discuss the grievance and attempt to resolve it informally. The Superintendent or his/her designee shall submit a written response to the grievant within fourteen (14) days of this meeting.

4. Fourth Step - Binding Arbitration

a. Within fourteen days of the Superintendent's written response, if the grievant is not satisfied with the disposition of his/her grievance at the third step, or if no decision has been rendered within fourteen (14) days after he/she has first met with the Superintendent, he/she may request in writing that the Association submit his/her grievance to arbitration. If the Association determines the grievance has merit, it may, by written notice to the Superintendent within twenty-one (21) days after the Superintendent's written response, submit the response to binding arbitration.

b. Within ten (10) days after written notice to the Superintendent of submission to arbitration, the Superintendent and the Association shall attempt to agree upon an arbitrator. If the parties are unable to agree upon an arbitrator or to obtain a commitment from an arbitrator within the specified period, a written request for a list of arbitrators shall be made to the Federal Mediation and Conciliation Services by either party. The list shall consist of the names of five (5) arbitrators and the party that is requesting the grievance arbitration shall remove the first name from the list. Within seven (7) days after receipt of such panel of arbitrators the parties will meet to select the sole

arbitrator at one meeting. The person whose name remains shall be the sole arbitrator.

- c. The arbitrator selected will confer with the representative of the District and the Association and hold hearings promptly and will issue his/her decision not later than thirty (30) days from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented in writing by the District and the Association and the decision must be based solely and only upon the arbitrator's interpretation of the meaning or application of the express relevant language of the Agreement. The decision of the arbitrator will be binding.
- d. The costs for the services of the arbitrator will be borne equally by the District and the Association.

D. No Reprisals

No reprisals will be taken by the District against any employee because of his/her participation in the grievance procedure.

ARTICLE XX - COMPLIANCE CLAUSES AND DURATION

A. Compliance Between Individual Contracts and Comprehensive Agreement

This Agreement constitutes the comprehensive agreement between the parties. Any individual contract between the Employer and the Employee shall be consistent with the terms and conditions of this Agreement.

B. Separability

If any provision of this Agreement is determined to be contrary to law, then such provision shall not be valid or enforceable but all other provisions of this Agreement shall remain in full force and effect.

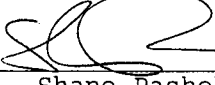
C. Duration Period

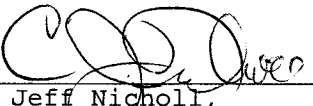
This Agreement shall become effective July 1, 2006, and shall continue in effect until the 30th day of June, 2007. Either party also has the option of opening one other article for bargaining by January 31 of 2007, and any new legislation may also be considered for bargaining.

D. Signature Clause

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators and their signatures placed thereon.

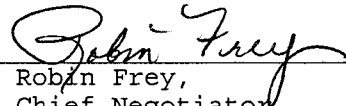
Winterset Community School District
Board of Directors

By 
Shane Pashek, President

By 
Jeff Nicholl,
Chief Negotiator

Winterset Educational Support
Employees Association

By 
Virginia Robinson, President

By 
Robin Frey,
Chief Negotiator

WINTERSET EDUCATIONAL SUPPORT EMPLOYEES ASSOCIATION GRIEVANCE FORM

Date Filed

Employee's Name: _____

Grievance Submitted Verbally to Supervisor:

Time: _____ Date: _____

Supervisor: _____

Distribution of Form:

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

Building(s) Involved: _____

Contract Provision Violated: Article: _____ Section: _____

Statement of Grievance: _____

Resolution Requested: _____

Employee's Signature: _____

Date: _____

THIS SECTION TO BE FILLED IN BY SUPERVISOR

Written Grievance Received By: _____

Time & Date: _____

Time and Date Verbal Answer to Grievance Submitted to Employee(s): _____

Place in Writing Below, Verbal Answer That Was Given: _____

Supervisor's Signature: _____

• APPENDIX B •

AUTHORIZATION FOR PAYROLL DEDUCTION

First Name Initial Last Name

I. Dues

I hereby request and authorize the Winterset Community School District as my remitting agent to deduct from my earnings each pay period until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the payment of the prevailing rate of dues which amount is to be remitted each month for me and on my behalf to the Treasurer of the

Winterset Educational Support Employees Association/ISEA/NEA

II. Tax Sheltered Annuity

I hereby request and authorize the Winterset Community School District as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein, the amounts below according to the schedule below to be remitted as indicated below:

Amount Payment Schedule

To Be Remitted to:

Date: _____

Signature: _____

Social Security No.: _____

• APPENDIX C •

**Winterset Community School District
SUPPORT STAFF SALARY SCHEDULE 2007-08**

Job Class	Hourly Rate:	Step 0-2	Step 3-5	Step 6-9	Step 10-14	Step 15-19	Step 20-24	Step 25-29	Step 30+	Monthly Benefit
Part-Time Associates		9.93	10.44	10.94	11.45	11.95	12.46	12.96	13.46	159.50
Regular-Time Associates		9.93	10.44	10.94	11.45	11.95	12.46	12.96	13.46	210.00
Part-Time Paraeducators*		10.43	10.94	11.44	11.95	12.45	12.96	13.46	13.96	159.50
Reg.-time Paraeducators*		10.43	10.94	11.44	11.95	12.45	12.96	13.46	13.96	210.00
Reg.-Time Library Clerks		10.44	10.94	11.45	11.96	12.46	12.97	13.47	13.97	210.00
Part-Time Food Service		10.76	11.27	11.78	12.29	12.79	13.29	13.79	14.29	159.50
Reg.-Time Food Service		10.76	11.27	11.78	12.29	12.79	13.29	13.79	14.29	210.00
Part-Time Spec Ed Driver		10.66	11.17	11.68	12.18	12.68	13.19	13.69	14.19	159.50
Reg.-Time Spec Ed Driver		10.66	11.17	11.68	12.18	12.68	13.19	13.69	14.19	210.00
Part-Time Utility		10.81	11.32	11.83	12.34	12.84	13.34	13.84	14.34	159.50
Regular-Time Utility		10.81	11.32	11.83	12.34	12.84	13.34	13.84	14.34	210.00
Regular-Time Secretary		11.19	11.70	12.20	12.71	13.21	13.72	14.22	14.72	210.00
Full-Time Secretary		11.19	11.70	12.20	12.71	13.21	13.72	14.22	14.72	377.50
Part-Time Custodian		11.34	11.85	12.36	12.86	13.36	13.87	14.37	14.87	159.50
Regular-Time Custodian		11.34	11.85	12.36	12.86	13.36	13.87	14.37	14.87	210.00
Full-Time Custodian		11.34	11.85	12.36	12.86	13.36	13.87	14.37	14.87	377.50
Regular-Head Secretary		11.39	11.90	12.41	12.92	13.42	13.92	14.42	14.92	210.00
Full-Time Head Secretary		11.39	11.90	12.41	12.92	13.42	13.92	14.42	14.92	377.50
Maintenance		13.29	13.80	14.31	14.82	15.32	15.82	16.32	16.82	377.50
Mechanic/Gas		13.66	14.17	14.67	15.18	15.68	16.19	16.69	17.19	377.50
Mechanic/Diesel		15.2	16.22	17.24	18.25	19.25	20.27	20.77	21.27	377.50
Bus Driver	Daily Rate:	48.19	50.22	52.26	54.29	56.29	58.36	59.16	59.96	151.30

Supplemental Schedule for Bus Drivers

One-Way H.S. Shuttle.....	3.48 per day
Two-Way H.S. Shuttle.....	5.17 per day
Activity Trip.....	8.92 per hour
Minimum In-District Activity Trip	15.22
Minimum Out-of-District Activity Trip.....	16.30

Note: Regular drivers who take activity trips shall continue to receive wages for their regular route. However, wages for the activity trip shall be for one hour less than actually driven if driver misses his/her regular route.

* With Generalist II Training